

JAIL MENTAL HEALTH SERVICES AGREEMENT

by and between

TOOELE COUNTY
and
VALLEY MENTAL HEALTH, INC.

THIS AGREEMENT is made and entered into as of the 28th day of Nov., 2006 by and between TOOELE COUNTY, a body corporate and politic of the State of Utah (hereinafter referred to as "COUNTY"), and VALLEY MENTAL HEALTH, INC. a Utah non-profit corporation with its offices at 5965 South 900 East, Salt Lake City, Utah 84121 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY, pursuant to Utah Code ANN., Section 17A-3-602(3)(c) is authorized to contract and agree with any competent authority, agency or person to furnish mental health services or operate mental health facilities for the COUNTY; and

WHEREAS, COUNTY desires to do so pursuant to this agreement; and

WHEREAS, the COUNTY is in need of mental health screening services and services for mentally ill prisoners incarcerated in the Tooele County Jail (hereinafter referred to as "Jail,") and

WHEREAS, CONTRACTOR is willing and able to provide such services,

NOW, THEREFORE, in consideration of the following mutual promises, terms, and conditions, the parties hereto agree as follows:

- A. COUNTY'S OBLIGATIONS. The COUNTY shall:
1. Request on a scheduled basis life skills counseling, group programming, training for jail personnel, and individual and group intake assessments.
 2. Request via on-call process response to mental health crisis (suicidal threats, mentally ill inmates who are dangerous to selves and/or others and other psychotic episodes) in the jail.
 3. Be responsible for the security of the Jail and the physical security and safety of prisoners, which shall include reasonable vigilance to suicidal and/or psychotic individuals; communicate to CONTRACTOR'S staff any prisoner's special problems; and notify CONTRACTOR of the breach of any behavioral contracts made between CONTRACTOR'S staff and the prisoners.

4. Cooperate with the implementation of CONTRACTOR'S mental health treatment recommendations and cooperate with the CONTRACTOR in providing proper mental health follow-up treatment.
5. Payment to CONTRACTOR for providing the mental health services described in paragraph B of this agreement is \$50,000, effective for the calendar year 2006 and subsequent years hereafter, payable as follows; for calendar year 2006 one payment due December 31, 2006, subsequent years payments will be made prior to March 31st of the calendar year.

B. CONTRACTOR'S RESPONSIBILITIES. CONTRACTOR shall perform the following mental health services for the jail:

1. Respond to all reasonable mental health crisis calls which deal with suicidal threats, inmates who are of danger to themselves and/or others, and other psychotic episodes.
 - a. Crisis calls will be made via the on-call process;
 - b. Response by telephone will be within fifteen (15) minutes of crisis call;
 - c. After consultation with jail personnel, if deemed appropriate by CONTRACTOR, CONTRACTOR will conduct an emergency assessment at the jail within one hour of crisis call.
2. Provide life skills counseling by CONTRACTOR; Registered Nurse, Social Worker, Prevention Specialists, or other licensed staff.
 - a. ON a prescheduled basis and at times arranged by parties upon request by COUNTY, CONTRACTOR'S Registered Nurse, Social Worker, Prevention Specialists or other licensed staff will be at the jail for a maximum of two (2) hours per day, four (4) days per week for this purpose.
 - b. Provide group programming to the COUNTY jail inmates for a maximum of three (3) hours per week. The groups will deal with alcohol and drug relapse prevention, anger management, and women's support groups.
3. CONTRACTOR'S Registered Nurse will consult and coordinate with the COUNTY jail physician and other COUNTY jail medical personnel.
 - a. If the COUNTY'S jail physician determines that a psychiatrist's consultation is required, the COUNTY shall so notify the CONTRACTOR to provide a psychiatrist for phone consultation. Direct face-to-face evaluation by the psychiatrist will be charged at the current rate and is outside the terms of this contract. Jail personnel will be responsible to transport to VMH for evaluation.

4. Provide training to COUNTY jail personnel for a maximum of two (2) hours per quarter on dealing with mental health emergencies, psychotic episodes and other mental health related topics.

C: The parties hereto mutually agree that:

1. Term of Agreement. The term of this agreement shall be commensurate with the term and provisions of the Master Agreement.
2. Governing Agreement. The parties hereby expressly agree that except as provided herein, this agreement shall be subject to the terms, provisions and conditions of the Master Agreement. The parties acknowledge that this Jail Mental Health Services Agreement is attached to and made a part of said Master Agreement between CONTRACTOR and the COUNTY.
3. Indemnification.
 - a. It is understood and agreed that CONTRACTOR, its officers, agents, employees or representatives are independent contractors and are not to be regarded as employees of the COUNTY for any purpose, and that the COUNTY is not liable for claims, losses, damages, injuries or other liabilities arising out of the acts, omissions, or negligence of CONTRACTOR, its officers, agents, employees or representatives during the course or performance of this agreement. CONTRACTOR hereby agrees to indemnify and save harmless the COUNTY, its officers, official, agencies, agents, and employees from and against any and all claims, losses damages, injuries or other liabilities arising out of its acts, omissions of negligence in the performance of CONTRACTOR'S obligations under this agreement.
 - b. It is understood and agreed that the COUNTY, its officers, officials, agencies, agents, employees or representatives, are not to be regarded as agents or employees of CONTRACTOR for any purpose and that CONTRACTOR is not liable for claims, losses, damages, injury or other liabilities arising out of the acts, omissions or negligence of the COUNTY, its officers, officials, agencies, agents, employees or representatives to the extent COUNTY is liable under the Utah Governmental Immunity Act. The COUNTY hereby agrees to indemnify and save harmless CONTRACTOR, its officers, agents, employees and representatives from and against any and all claims, losses, damages, injuries, or other liabilities, out of his acts, omissions or negligence in the performance of COUNTY'S obligations under this agreement. COUNTY does not waive

by this agreement any defenses or limits of liability available to the COUNTY under the Utah Governmental Immunity Act.

4. Conditional Limits on Liability. Neither party shall assume or have any liability under this agreement for the timely failure to furnish the services set forth herein if such failure is due to causes beyond the control and without the fault of negligence of the parties, including but not limited to: acts of God, acts of war or of the public enemy, acts of the United States, any state or territory of the United States or any political subdivision of the foregoing, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or defaults of any subcontractor due to the above causes.
5. Default and Remedies. It is understood and agreed by the parties that the defaulting party shall reimburse the other party for all reasonable attorneys' fees and legal expenses incurred by the non-defaulting party in enforcing any of its rights and remedies under this agreement upon default by the other. In the event that one party defaults in its obligations under this agreement, the other party exercises its right to rescind or terminate this agreement, the non-defaulting party shall be entitled to recover the reasonable attorneys' fees it incurred in enforcing its rights under this agreement, even if such fees were incurred after the termination of this agreement.
6. Laws of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance.
7. Notices. Any notices to be sent in accordance with this agreement shall be personally delivered to the parties at the addresses listed below, or shall be mailed to said addresses by certified or registered mail, postage prepaid:

If to the COUNTY, to:
Tooele County

If to the CONTRACTOR, to:
Debra Falvo, R.N., C., MPA
Valley Mental Health
5965 So. 9th E.
Salt Lake City, Utah 84121

Or to such representatives or at addresses as the parties may designate from time-to-time by giving notice in accordance with this provision.

8. Paragraph Headings. The paragraph headings in this agreement are for convenience only, and are not to be used in construing or interpreting the provisions hereof.
9. Entire Agreement. This agreement, together with the Master Agreement, contains the entire agreement between the parties; and no statements, promises, or inducements made by either party or agents for either party that are not contained in these documents shall be binding or valid and this agreement may not be enlarged modified or altered except in writing signed by the parties.

DATED this day of

TOOELE COUNTY MENTAL HEALTH
AND SUBSTANCE ABUSE

Attest:
Marilyn K. Gillette
Tooele County Clerk

David C. Cochran
Chairman, Tooele County



VALLEY MENTAL HEALTH, INC.

By *Debra Falvo*
Executive Director

STATE OF UTAH

COUNTY OF TOOELE

On the 5 day of Dec., 2006 personally appeared before me Debra Falvo, Executive Director of Valley Mental Health, Inc., who duly sworn did say that she is the Executive Director of Valley Mental Health, Inc., and that said instrument was signed in behalf of said corporation by authority of its bylaws, and Debra Falvo acknowledged to me that said corporation executed the same.

Cynthia L. Funaro
Notary Public, residing in ~~Tooele~~ ^{S.L.} County

